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A PROFESSIONAL CORPORATION
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE BAY AREA)	NO. C 11 1423 LB
ROOFERS HEALTH & WELFARE TRUST FUND,)	
PACIFIC COAST ROOFERS PENSION PLAN,)	<u>AMENDED</u>
EAST BAY/ NORTH BAY ROOFERS VACATION)	<u>JUDGMENT PURSUANT TO</u>
TRUST FUND, BAY AREA COUNTIES)	<u>STIPULATION</u>
ROOFING INDUSTRY PROMOTION FUND, BAY)	
AREA COUNTIES ROOFING INDUSTRY)	
APPRENTICESHIP TRAINING FUND; DOUG)	
ZIEGLER, TRUSTEE,)	
Plaintiffs,)	
vs.)	
MC CONSTRUCTION SERVICES, INC., a)	
California corporation,)	
Defendant.)	

It appearing that Plaintiffs, BOARD OF TRUSTEES OF THE BAY AREA ROOFERS HEALTH & WELFARE TRUST FUND, PACIFIC COAST ROOFERS PENSION PLAN, EAST BAY/ NORTH BAY ROOFERS VACATION TRUST FUND, BAY AREA COUNTIES ROOFING INDUSTRY PROMOTION FUND, BAY AREA COUNTIES ROOFING INDUSTRY APPRENTICESHIP TRAINING FUND; DOUG ZIEGLER, TRUSTEE, through their attorneys, and defendant, MC CONSTRUCTION SERVICES, INC., a California corporation, have Stipulated that plaintiffs have and recover judgment from Defendant and it appearing that the

1 Stipulation is in all respects proper and that the Stipulation
2 provides for judgment against defendant in the amount of \$132,936.58,

3 IT IS HEREBY ORDERED AND ADJUDGED that plaintiffs have and
4 recover judgment from defendant in the amount of \$132,936.58, which
5 is composed of the following:

6 a. Contributions due and unpaid to Plaintiff Trust Funds
7 for January 2012 through October 2012 in the amount of \$95,402.49;

8 b. Liquidated damages due and unpaid to the Plaintiff
9 Trust Funds for November 2010 through October 2012 in the amount of
10 \$34,802.26;

11 c. Interest due pursuant to contract in the amount of
12 \$2,381.83 plus such amount as may be computed at the end of the
13 payment plan set forth below; and

14 d. Costs of suit incurred in this action in the amount of
15 \$350.00.

16 IT IS FURTHER ORDERED AND ADJUDGED that execution will not
17 issue on the judgment so long as defendant fully complies with the
18 following conditions:

19 1. Defendant shall make payments of all ongoing amounts
20 to become due to the ROOFERS LOCAL UNION NO. 81 AREA TRUST FUNDS
21 pursuant to contract between defendant and Roofers Local Union 81 for
22 hours worked by defendant's employees, commencing with payment for
23 November 2012, hours due on or before December 30, 2012 and continuing
24 until the full amount of this judgment is paid. Each of said payments
25 will be made by check payable to ROOFERS LOCAL UNION NO. 81 AREA TRUST
26 FUND and sent to the post office box on the report form.

27 2. Defendant shall pay the amount of the contributions
28 under paragraph (a) in the amount of \$95,402.49 in monthly installment

1 payments as follows: For 4 months the sum of \$1,000 each; for the next
2 4 months \$2,000 each; thereafter the sum of \$4,250.00 until the entire
3 contribution sum has been paid. The first installment is due December
4 30, 2012 and each subsequent installment shall be paid on the 30th of
5 each month thereafter until the entire contribution amount has been
6 paid. Said installment payments will be made by check payable to the
7 ROOFERS LOCAL UNION NO. 81 AREA TRUST FUNDS and sent to the collection
8 attorney, ERSKINE & TULLEY, 3030 Bridgeway, Suite 231, Sausalito, CA
9 94965, Attention: Michael Carroll.

10 3. If the above amount of \$95,402.49 plus interest is paid
11 in full, the Delinquency Committee for Plaintiff Trust Funds shall
12 automatically waive recovery of the liquidated damages. If defendant
13 is not eligible for a complete waiver of the amounts due under
14 paragraphs (b), defendant shall make payment on the remaining balance
15 of \$37,534.09, plus interest in as many additional monthly
16 installments of \$4,250.00 as may be required to pay the full amount
17 of the judgment, or such lesser sum agreed to by Plaintiff Trust
18 Funds. The first payment would be due after notification of the Trust
19 Funds' decision, with payments continuing each month thereafter.

20 4. Plaintiffs and Defendant each understand and agree that
21 any modification of payments must be made in writing and agreed to by
22 both the Plaintiffs and the Defendant.

23 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the
24 Defendant to make any of their monthly contribution payments pursuant
25 to the collective bargaining agreement as set forth in paragraph 1
26 above, and the monthly installment payments in a timely manner as
27 required pursuant to the terms of paragraphs 2 and 3 of the
28 stipulation, execution on the entire judgment in the amount of

1 \$132,936.58 reduced by any offsets for payments made, shall issue only
2 after ten (10) days written notice to the Defendant and Defendant's
3 counsel that Plaintiffs or Plaintiffs' attorney declares a default and
4 intends to file a Declaration stating that a default has occurred on
5 the part of the defendant. Defendant waives notice of any hearing
6 held by the court upon the earlier execution of this judgment or
7 Plaintiffs' declaration.

8 Dated: December 18, 2012



Magistrate Judge Laurel Beeler